

<b>TO: Mail Stop 8</b> <b>Director of the U.S. Patent &amp; Trademark Office</b> <b>P.O. Box 1450</b> <b>Alexandria, VA 22313-1450</b>	<b>REPORT ON THE</b> <b>FILING OR DETERMINATION OF AN</b> <b>ACTION REGARDING A PATENT OR</b> <b>TRADEMARK</b>
---	---

In Compliance with 35 § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been  
 filed in the U.S. District Court Northern District of California on the following ☒ Patents or ☐ Trademarks:

DOCKET NO. CV 9-1535PVT	DATE FILED 4/7/2009	U.S. DISTRICT COURT 280 N First Street., Rm 2112, San Jose, CA 95113
PLAINTIFF Robolaw Corporation		DEFENDANT Matrix Learning Systems, Inc.
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 6,486,664		SEE ATTACHED COMPLAINT
2 6,086,382		
3 5,885,087		
4 5,618,182		
5		

In the above—entitled case, the following patent(s) have been included:

DATE INCLUDED	INCLUDED BY
	<input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK
1	
2	
3	
4	
5	

In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT
--------------------

CLERK Richard W. Wicking	(BY) DEPUTY CLERK Betty Walton	DATE April 9, 2009
-----------------------------	-----------------------------------	-----------------------

TODD A. NOAH (SBN 152328)  
([tnoah@dergnoah.com](mailto:tnoah@dergnoah.com))  
TED K. JOE (SBN 242589)  
([tjoe@dergnoah.com](mailto:tjoe@dergnoah.com))  
DERGOSITS & NOAH LLP  
Three Embarcadero Center, Suite 410  
San Francisco, California 94111  
Tel: (415) 705-6377  
Fax: (415) 705-6383

Attorneys for Plaintiff  
ROBOLAW CORPORATION

**ORIGINAL  
FILED**  
APR - 7 2009  
RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

**PVT**

ROBOLAW CORPORATION,

Plaintiff,

vs.

MATRIX LEARNING SYSTEMS, INC.

Defendant.

**CV 09**

Case No.

**1535**

**COMPLAINT FOR PATENT  
INFRINGEMENT**

**DEMAND FOR JURY TRIAL**

Plaintiff Robolaw Corporation complains against defendant Matrix Learning Systems, Inc., as follows:

**THE PARTIES**

1. Plaintiff Robolaw Corporation ("Robolaw") is a California corporation having a principal place of business at 1193 Capri Drive, Campbell, California 95008.

2. Upon information and belief, defendant Matrix Learning Systems, Inc. ("Matrix"), is a Colorado corporation with a principal place of business at 8392 So. Continental Divide Road, Suite 105, Littleton, Colorado 80127.

1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8

2  
34  
5

## 7

8  
9

## 2

3  
4  
5  
6  
7

8  
9  
0  
1

## 2

3  
45  
6

1 committed direct, contributory and inducement of infringement of one or more claims of the '664 patent.  
2 Matrix's infringing conduct will continue unless permanently enjoined by this Court.

3 10. As a result of the infringing activities of Matrix, Robolaw has been and continues to be  
4 damaged, including irreparable injury.

5 11. Upon information and belief, Matrix has willfully infringed the '664 patent, making this  
6 an exceptional case and justifying the assessment of treble damages pursuant to 35 U.S.C. § 284 and  
7 attorney fees pursuant to 35 U.S.C. § 285.  
8

### 9 **COUNT II - INFRINGEMENT OF THE '382 PATENT**

10 12. Robolaw hereby incorporates by reference, as if fully set forth herein, the allegations of  
11 paragraphs 1-7 above.

12 13. Upon information and belief, the ExamMatrix software is covered by the claims of the  
13 '382 patent. By manufacturing, using, selling and offering for sale its ExamMatrix software, Matrix has  
14 committed direct, contributory and inducement of infringement of one or more claims of the '382 patent.  
15 Matrix's infringing conduct will continue unless permanently enjoined by this Court.

16 14. As a result of the infringing activities of Matrix, Robolaw has been and continues to be  
17 damaged, including irreparable injury.

18 15. Upon information and belief, Matrix has willfully infringed the '382 patent, making this  
19 an exceptional case and justifying the assessment of treble damages pursuant to 35 U.S.C. § 284 and  
20 attorney fees pursuant to 35 U.S.C. § 285.  
21

### 22 **COUNT III - INFRINGEMENT OF THE '087 PATENT**

23 16. Robolaw hereby incorporates by reference, as if fully set forth herein, the allegations of  
24 paragraphs 1-7 above.

25 17. Upon information and belief, the ExamMatrix software is covered by the claims of the  
26 '087 patent. By manufacturing, using, selling and offering for sale its ExamMatrix software, Matrix has  
27 committed direct, contributory and inducement of infringement of one or more claims of the '087 patent.  
28 Matrix's infringing conduct will continue unless permanently enjoined by this Court.